

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal
2 Inc., et al., 93-6490-MRP. and California v. Allied-Signal, Inc., et al., 93-6570-MRP. North Hollywo
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR: OWNER OF PROPERTY OPERATED BY THIRD PARTY DEFENDANT HR TEXTRO
5 INC.

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7
8 By Jean W. Blomberg (Name and Title of Signatory)
9 JEAN W. BLOMBERG

10 Dated: July 24, 1996
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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal
2 Inc., et al., 93-6490-MRP, and California v. Allied-Signal, Inc., et al., 93-6570-MRP, North Hollywood
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR: OWNER OF PROPERTY OPERATED BY THIRD PARTY DEFENDANT HR TEXTRON
5 INC.

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7
8 By Gary O'Brien (Name and Title of Signatory)

9 GARY O'BRIEN

10 Dated: 7/24, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal
2 Inc., et al., 93-6490-MRP. and California v. Allied-Signal, Inc., et al., 93-6570-MRP. North Hollywood
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR: OWNER OF PROPERTY OPERATED BY THIRD PARTY DEFENDANT HR TEXTRON
5 INC.

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7
8 By William E. Tolson (Name and Title of Signatory)

9 WILLIAM E. TOLSON

10 Dated July 27, 1996
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2 Inc., et al., 93-6490-MRP, and California v. Allied-Signal, Inc., et al., 93-6570-MRP, North Hollywood
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR: OWNER OF PROPERTY OPERATED BY THIRD PARTY DEFENDANT HR TEXTRON
5 INC.

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8 By Joan O'Brien (Name and Title of Signatory)

9 JOAN O'BRIEN

10 Dated: July 31, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal
2 Inc., et al., 93-6490-MRP, and California v. Allied-Signal Inc., et al., 93-6570-MRP, North Hollywood
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR: SUNDSTRAND CORPORATION AS OWNER OF PROPERTY OPERATED BY THIRD
5 PARTY DEFENDANT HR TEXTRON INC.

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8 By William E. Evers (Name of Signatory)

9 Assistant Secretary (Title of Signatory)

10 Dated: August 5, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Price Pfister, Inc. (Name of Defendant)

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8 Linda H. Biagioni (Name and Title of Signatory)
9 Linda H. Biagioni
Vice President

10 Dated: June 17, 1996

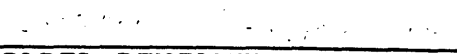
1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANTS, HERMAN BENJAMIN, ISABEL BENJAMIN, HERMAN BENJAMIN AND
6 ISABEL BENJAMIN, AS CO-TRUSTEES FOR THE BENJAMIN FAMILY TRUST DATED
7 OCTOBER 13, 1987, AND CHASE CHEMICAL COMPANY, INC., A DISSOLVED
8 CALIFORNIA CORPORATION:

9
10 Dated: June 30, 1996


HERMAN BENJAMIN

11
12 Dated: June 30, 1996


ISABEL BENJAMIN

13
14 Dated: June 30, 1996

THE
BENJAMIN FAMILY TRUST DATED
OCTOBER 13, 1987

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16
17 By: 

HERMAN BENJAMIN, Co-Trustee of the
Benjamin Family Trust Dated
October 13, 1987

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20 By: 

ISABEL BENJAMIN, Co-Trustee of the
Benjamin Family Trust Dated
October 13, 1987

21
22
23 Dated: June 30, 1996

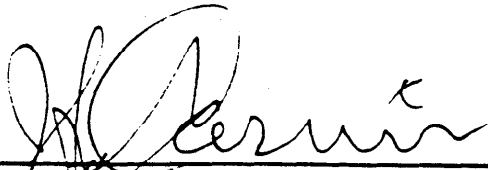
CHASE CHEMICAL COMPANY, INC., a
Dissolved California Corporation

24
25
26 By: 

HERMAN BENJAMIN, its former Chief
Executive Officer

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Nupla Corporation (Name of Defendant)

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(Name and Title of Signatory)

8 J. Allen Carmien, Chairman, CEO,
9 ~~Acting~~ President

10 Dated: July 15, 1996

SETTLEMENT AGREEMENT AND LIMITED RELEASE

This Settlement Agreement and Limited Release ("Agreement") is entered into by and between Hawker Pacific, Inc. ("Hawker"), Peggy M. Wagner, as Trustee of the Wagner Living Trust, and Joseph Basinger ("Wag/Bas") and Parker-Hannifin Corporation ("Parker") and Inchcape, Inc. ("Inchcape") (collectively, the "Parties"), as of the date of execution of the Agreement by all signatories hereto in accordance with the terms and conditions set forth below.

WHEREAS, in or about October, 1993, the United States of America and the State of California ("Plaintiffs") each filed lawsuits in the United States District Court for the Central District of California, naming as defendants, among other parties, Hawker and Wag/Bas. The lawsuits were served on Hawker and Wag/Bas in June, 1994. The lawsuits alleged that the groundwater in the San Fernando Valley Basin ("SFVB") had been contaminated with volatile organic compounds; that the Plaintiffs had undertaken response actions to investigate, evaluate and remedy the contamination; that releases of hazardous substances from defendants' facilities caused, and continue to cause, Plaintiffs to incur response costs, including costs relating to the investigation and interim remedy in the North Hollywood Operable Unit ("NHOU") of the SFVB, as well as investigation associated with the final remedy for the SFVB; and that, therefore, the defendants were liable to Plaintiffs for costs incurred and to be incurred. Plaintiffs raised claims under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and sought both recovery of costs and a

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EXHIBIT A

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declaration that defendants be found jointly and severally liable for costs the Plaintiffs would incur in the future.

Plaintiffs alleged that Wag/Bas and Hawker were, respectively, the current owners and operator of a facility located at 11310 Sherman Way, Sun Valley, California (the "Site"), and that Plaintiffs had incurred and would incur costs responding to releases of hazardous substances from the Site. The Site is one of many facilities that Plaintiffs claim has released hazardous substances and contributed to groundwater contamination in the SFVB, and which has caused Plaintiffs to incur response costs. Hawker and Wag/Bas denied Plaintiffs' claims and denied that Plaintiffs were entitled to any of the relief requested.

WHEREAS, on or about August 22, 1994, Hawker and Wag/Bas served Parker and Inchcape, among others ("third-party defendants"), with complaints seeking, among other relief, a declaration that Parker and Inchcape, as former operators of the Site, were liable to Hawker and Wag/Bas for contribution, among other claims. Hawker's and Wag/Bas's pleadings are fully incorporated by reference as part of this Agreement. State of California vs. Allied-Signal, Inc., et al., Civil No. 93-6570, Answer, Affirmative and Other Defenses, Cross-Claims, and Third-Party Complaint of Hawker Pacific Inc. (C.D. Cal. Aug. 22, 1994), State of California vs. Allied-Signal, Inc., et al., Civil No. 93-6570, Answer, Cross-Claims, and Third-Party Complaint of Gordon N. Wagner and Peggy M. Wagner, in their capacity as Trustees of the Wagner Living Trust, and Joseph W. Basinger (C.D. Cal. Aug. 18, 1994), United States of America vs. Allied-Signal, Inc., et al., Civil No. 93-6490, Answer,

Affirmative and Other Defenses, Cross-Claims, and Third-Party Complaint of Hawker Pacific, Inc. (C.D. Cal. Aug. 19, 1994), United States of America vs. Allied-Signal Inc., et al., Civil No. 93-6490, Answer, Cross-Claims, and Third-Party Complaint of Gordon N. Wagner and Peggy M. Wagner, in their capacity as Trustees of the Wagner Living Trust, and Joseph W. Basinger (C.D. Cal. Aug. 18, 1994).

WHEREAS, Parker and Inchcape filed answers denying Hawker's and Wag/Bas's allegations and any and all liability and, among other actions, filed counterclaims against Hawker and Wag/Bas and raised certain affirmative defenses. Parker's and Inchcape's pleadings are fully incorporated by reference as part of this Agreement. United States of America vs. Allied-Signal Inc., et al. and State of California vs. Allied-Signal Inc., et al. Civil No. 93-6490 consolidated with 93-6570, Answer to Third-Party Complaint of Hawker Pacific, Inc., Affirmative and Other Defenses, Third-Party Cross-Claims, Third-Party Counter-Claim, and Third-Party Complaint of Inchcape, Inc. (C.D. Cal. Feb. 28, 1995), United States of America vs. Allied-Signal Inc., et al. and State of California vs. Allied-Signal Inc., et al. Civil No. 93-6490 consolidated with 93-6570, Answer to Third-Party Complaint of Gordon N. Wagner, Peggy M. Wagner, and Joseph W. Basinger, Affirmative and Other Defenses, Third-Party Cross-Claims and Third-Party Complaint of Inchcape, Inc. (C.D. Cal. Feb. 28, 1995), United States of America vs. Allied-Signal Inc., et al. and State of California vs. Allied-Signal Inc., et al. Civil No. 93-6490 consolidated with 93-6570, Answer of Parker-Hannifin Corporation to Third-Party Complaint of Hawker Pacific, Inc.; Counterclaims; Cross-Claims against Electronic Solutions, Inc., Zero Corp., Inchcape, and Gordon N. Wagner and Peggy

Wagner, in their capacity as Trustees of the Wagner Living Trust; and Joseph W. Basinger (C.D. Cal. Feb. 28, 1995), United States of America vs. Allied-Signal, Inc., et al., and State of California vs. Allied-Signal, Inc., et al. Civil No. 93-6490 consolidated with 93-6570, Answer of Parker-Hannifin Corporation to Third-Party Complaint of Gordon N. Wagner and Peggy Wagner, in their capacity as Trustees of the Wagner Living Trust; and Joseph W. Basinger; Counterclaims; Cross-Claims against Electronic Solutions, Inc., Zero Corporation, Inchcape, and Hawker Pacific Corporation (C.D. Cal. Feb. 28, 1995).

WHEREAS, Plaintiffs' lawsuits were consolidated by order of Court entered in or about December, 1994 as United States of America, et al. v. AlliedSignal, et al. in the United States District Court for the Central District of California, Consolidated Case Nos. 93-6490 and 93-6570 MRP (Tx) (the "Litigation"). The Litigation remains pending, including the referenced third-party actions, as well as other third-party actions.

WHEREAS, in September, 1995, Plaintiffs amended their complaints to delete their prayers for declaratory relief.

WHEREAS, Hawker and Wag/Bas have reached settlements in principle with Plaintiffs pursuant to which, among other things, Hawker and Wag/Bas and Plaintiffs have agreed to settlement amounts for the claims relating to past costs associated with 1) the NHOU interim remedy; and 2) a share of SFVB basin-wide investigation costs through April 30, 1992. Pursuant to the terms of this settlement in principle, Hawker and Wag/Bas shall